

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between Cook County through its Department of Animal and Rabies Control ("CCARC"), and the City of Chicago through its Department of Animal Care and Control ("CACC"), hereinafter collectively referred to as "Parties," for the occasional provision of animal shelter facilities.

I. PURPOSE and SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each Party with respect to CACC providing animal shelter facilities to CCARC.

II. BACKGROUND

CCARC is responsible for preventing the transmission of rabies from animal to man through vaccination, registration, education, legislation and surveillance; decreasing pet over-population by promoting spay/neuter programs; and, ensuring the compliance of quarantine protocol for all animal bite incidents to prevent the transmission of rabies.

CCARC requires 24 hour access to an animal control facility that (i) is located south of I-290, (ii) is fully licensed by the Department of Agriculture, (iii) is constructed to the standards required by the State of Illinois Department of Agriculture, (iv) has separate areas to segregate healthy from infirmed animals, (v) is kept clean to reduce the potential of infectious disease, and (v) adheres to applicable federal and state requirements regarding the holding and redemption of stray animals, animal care and control.

CACC is a municipal entity that protects public safety and ensures the humane care of animals through sheltering, pet placement, education and animal law enforcement. CACC meets CCARC's requirements, and CCARC desires to use the services of CACC to provide animal shelter facilities.

III. CCARC RESPONSIBILITIES AND ACKNOWLEDGMENTS UNDER THIS MOU

- a. CCARC will contact CACC when animal shelter facilities are required;
- b. CCARC will utilize the business hours of CACC (currently Daily 8 a.m. to 10 p.m.) for animal drop off or otherwise arrange with CACC emergency contact personnel by contacting CACC's dispatch number at 312-747-1412 during regular business hours. After business hours, only on-duty, Cook County Sheriff's Police may deliver an animal to CACC for impound.
- c. CCARC will provide CACC with all relevant clinical information at its disposal.
- d. The Administrator of CCARC will monitor any tranquilized animals conveyed to CACC by CCARC; and CACC will grant the Administrator access to its premises for these purposes at his/her request.

IV. CACC RESPONSIBILITIES AND ACKNOWLEDGMENTS UNDER THIS MOU

- a. CACC will furnish animal shelter facilities located at 2741 S. Western Ave in Chicago, IL 60608 for the impoundment of CCARC's stray or confiscated animals.
- b. CACC will maintain proper shelter and care for all domestic animals which come into its custody through CCARC.
- c. CACC will accept domestic animals, subject to space limitations. Hoarder cases, neglect cases or large-scale evictions will be considered on a case by case basis and subject to express prior notification.
- d. CACC will accept tranquilized animals and will alert and allow the Administrator of CCARC to have access to the shelter facilities for the purpose of monitoring the animal.
- e. The domestic animals will be in CACC's possession for the legally required seven-day stray hold under Section 10-9(c) of the Cook County Code of Ordinances, or for other lengths of time as applicable by law. In the event of domestic animals relinquished in writing by their owners, no waiting period shall apply. The domestic animals will then become property of CACC, and will be placed for adoption, rescue transfer or otherwise humanely disposed of by CACC.
- f. CACC will accept and process wildlife for submission to the State Laboratory for rabies testing.

- g. CACC will maintain business hours at the animal shelter from 8am to 10pm for the convenience of the public and for the purpose of transacting business in connection with the duties under this MOU and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.
- h. CACC will contact and consult with the Administrator of CCARC via telephone in case of emergency situation(s).
- i. Upon request by CCARC, CACC will provide CCARC electronic documentation of all reportable categories of animal acquisitions received via Cook County. Electronic documentation means kennel information card, medical records and memos and outcome information cards.

V. COMPENSATION

- a. CCARC will reimburse the CACC at a rate of \$10 per animal impounded per day and subject to the additional fees listed below:
 - i. Court evidence or cruelty hold \$10 per animal per day
 - ii. Humane euthanasia, if necessary \$10
 - iii. Rabies preparation \$30/specimen
- b. The maximum total compensation payable by CCARC to CACC under this MOU is \$5,000 per fiscal year.

VI. GENERAL PROVISIONS

a. Effective Date and Term

This MOU shall be effective on October 15, 2018, upon the signature of the Administrator of CCARC and the Executive Director of the CACC. Upon execution, this MOU will remain in effect for six (6) months, or until April 15, 2019; provided, however, that either Party may terminate this MOU upon seven (7) days' written notice to the other Party. In the event of the termination of this MOU, at the expiration of the notice period, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect.

b. Insurance

In entering this agreement, both CCARC and CACC represent that they are self-insured and agree to maintain coverage and limits which will satisfactorily insure the parties against claims and liabilities which arise or could arise because of the performance of the Services, consistent with the usual and customary industry practices for similarly situated businesses. Both CCARC and CACC shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. Both CCARC and CCAC agree to exchange copies of their letters of self-insurance upon request.

c. Indemnity

Each Party to this MOU shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a Party to this MOU.

d. Assignment

This MOU may not be assigned without the express written consent of both Parties. Any attempt to assign this MOU without mutual written consent shall be void.

e. Information

Information obtained and records created which pertain to animals in the custody of CCARC shall remain confidential and the sole property of CCARC. CACC shall not permit the disclosure of said information and records without the prior written approval of CCARC, or as may be required by court order, subpoena or applicable law.

f. Relationship of the Parties

CCARC and CACC are independent entities. Nothing in this MOU shall be construed to create a relationship of employer and employee, principal and agent, joint ventures, partners or any relationship other than independent contractors.

g. Amendment

This Agreement may be changed only by written amendment signed by both Parties thereto. Any attempt to amend this Agreement without mutual written consent shall be void.

h. Governing Law and Venue

This MOU shall be governed by the laws of the County of Cook and State of Illinois.

i. Notice

Notice under this agreement shall be provided to the parties as outlined below:

CCARC:


Dr. Tom Wake, Administrator
Cook County Animal and Rabies Control
10220 S. 76th Avenue
Bridgeview, Illinois 60455
708-974-6140
Tom.Wake@cookcountyil.gov

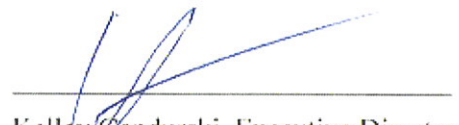
CACC:

Kelley A. Gandurski, Executive Director
Chicago Animal Care and Control
2741 S. Western Ave.
Chicago, IL 60608
312-747-1384
Kelley.Gandurski2@cityofchicago.org

j. Signature

The signing of this Memorandum of Understanding is not a formal undertaking nor a legal obligation. It implies that the signatories will strive to reach, to the best of their ability, the responsibilities and goals identified in this Memorandum. CCARC and the CACC indicate agreement with this MOU by their signatures:


Thomas J. Wake, DVM, Administrator
Cook County Animal and Rabies Control


Kelley Gandurski, Executive Director
Chicago Animal Care and Control

Date: 10/18/18

Date: 10/18/18

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding ("First Amendment") is made as of this 15 day of April, 2019, by and between Cook County through its Department of Animal and Rabies Control ("CCARC"), and the City of Chicago through its Department of Animal Care and Control ("CACC"), hereinafter collectively referred to as "Parties."

RECITALS

A. On Oct 18, 2018, 2018, the Parties entered into a Memorandum of Understanding ("MOU") to identify the roles and responsibilities of each Party with respect to CACC providing animal shelter facilities to CCARC until April 15, 2019.

B. Subsequent to the execution of the MOU, the Parties have determined that there is a need for CACC to continue providing animal shelter facilities to CCARC until December 31, 2019.

F. Such aforementioned change to the termination date of the MOU until December 31, 2019 requires an amendment of the MOU.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION ONE: INCORPORATION; DEFINITIONS

1.01. The recitals set forth above are incorporated herein by reference and made a part hereof.

1.02. Any capitalized term used but not otherwise defined herein shall have the same meaning as set forth in the MOU.

SECTION TWO. AMENDMENT TO THE MOU.

2.01. Section VI.a. of the MOU is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

"a. Effective Date and Term

This MOU shall be effective on October 15, 2018, upon the signature of the Administrator of CCARC and the Executive Director of the CACC. Upon execution, this MOU will remain in effect ~~for six (6) months, or until April 15~~ December 31, 2019; provided, however, that either Party may terminate this MOU upon seven (7) days' written notice to the other Party. In the event of the termination of this MOU, at the expiration of the notice period, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect."

SECTION THREE. MISCELLANEOUS.

3.01. Except as amended hereby, the provisions of the MOU remain in full force and

effect in accordance with its terms.

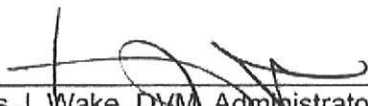
3.02. In the event of any conflict between the provisions of the MOU and the provisions of this First Amendment, the provisions of this First Amendment shall control.

3.03. All prior agreements, whether written or oral, regarding the amendment of the MOU are superseded by this First Amendment.

3.04. This First Amendment may be executed in counterparts, each of which shall be deemed an original.

3.05. The signing of this First Amendment is not a formal undertaking nor a legal obligation. It implies that the signatories will strive to reach, to the best of their ability, the responsibilities and goals identified in the MOU and this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the MOU to be executed and effective as of April 15, 2019.



Thomas J. Wake, DVM Administrator
Cook County Animal and Rabies Control



Kelley Gandurski, Executive Director
Chicago Animal Care and Control

